

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Softchoice Corporation		09/18/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Toronto-Dominion Bank		
Street Address:	TD Bank Tower, 66 Wellington Street West, 9th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	ON MEK 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3024086	ANSWERING YOUR TECHNOLOGY NEEDS	
Registration Number:	1785940	SOFTCHOICE	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1145461-0025		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	09/22/2015		
Total Attachments: 4			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this “**Agreement**”) dated September 18, 2015, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of Toronto-Dominion Bank, as collateral agent (the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor has entered into that certain Amended and Restated Senior Secured Credit Agreement dated as of September 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Toronto-Dominion Bank, as Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit under the Credit Agreement, each Grantor has executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated September 18, 2015, made by the Grantor to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, grants to the Agent for the benefit of the Secured Parties a first priority Lien on and security interest in all of its right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(i) all of Grantor’s United States trademark and service mark, including all registrations and applications thereof, including as set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by the Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOFTCHOICE CORPORATION, a Canadian corporation

By: _____


Name: David MacDonald

Title: President and
Chief Executive Officer

SCHEDULE A**U.S. Trademarks**

Mark		Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/Registration Basis	Security Interests
1.	ANSWERING YOUR TECHNOLOGY NEEDS	76485540 28-JAN-2003	3024086 06-DEC- 2005	35 42	Softchoice Corporation, a Canadian corporation	Registered	Security Interest: Bank of America, N.A. (Acting Through its Canada Branch), as agent for itself and on behalf of the Lenders. Signed: January 30, 2009, Recorded: February 13, 2009, R/F 3963/0053
2.	SOFTCHOICE	74112815 06-NOV-1990	1785940 03-AUG- 1993	42	Softchoice Corporation, a Canadian corporation	Registered	Security Interest: Bank of America, N.A. (Acting Through its Canada Branch), as agent for itself and on behalf of the Lenders. Signed: January 30, 2009, Recorded: February 13, 2009, R/F 3963/0053

TRADEMARK**REEL: 005627 FRAME: 0718****RECORDED: 09/22/2015**